

J.L. SAFFER, P.C.
Jennifer L. Saffer (JS 8015)
Attorneys for 196 Elizabeth St. LLC
Debtor and Debtor in Possession
20 Vesey Street, 7th Fl.
New York, New York 10007
(212) 608-6968

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

196 ELIZABETH ST. LLC

Debtor.

:
: Chapter 11
:
: Case No. 09-10222-ajg
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:
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**AFFIDAVIT OF DAVID MOORE IN SUPPORT OF CONFIRMATION OF DEBTORS'
AMENDED CHAPTER 11 PLAN**

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

David Moore, under penalty of perjury affirms, deposes and says:

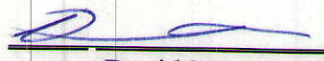
1. I am the managing member of the above-captioned debtor and debtor in possession (the "Debtor"). I am also the managing member of (i) Atlas Properties LLC ("Atlas") and (ii) Dreyfus Realty Management LLC ("Dreyfus"; and with Atlas, the "Plan Funders"). Neither Atlas nor Dreyfus are debtors.

2. I make this affidavit in accordance with the Debtor's Amended Disclosure Statement and Amended Plan of Reorganization (the "Plan"), and in support of confirmation of the Plan.

3. Pursuant to the Plan, to the extent the Debtor does not have cash on hand

to pay allowed claims, including, without limitation, professional fees and other administrative expenses (such payments to be made under the Plan, the "Plan Payments")¹, the Plan Funders have agreed to pay the Plan Payments in accordance with the Plan.

4. I certify under penalty of perjury that the Plan Funders have and will have the money required to fund the Plan Payments in accordance with the Plan, and will make such funds available for distributions under the Plan in accordance with the terms thereof.


David Moore

Sworn to before me this
12 day of April, 2010


Notary Public

DORON LEIBY
NOTARY PUBLIC, State of New York
No. 02LE6203534
Qualified in Kings County
Commission Expires 04/06/13

¹ Pursuant to the Bankruptcy Code, the Debtor is required to pay all allowed Administrative Claims in full on the Effective Date of the Plan unless the holders of such claim(s) agree otherwise. If the Plan is confirmed, it is anticipated that J.L. Saffer, P.C. ("JLSPC"), the attorneys for the Debtor, will agree to be paid less than the full amount of its Allowed Administrative Claim and/or agree to payment of such claim over time. JLSPC, however, reserves the right to be paid its Allowed Administrative Claim in full on the Effective Date in accordance with the applicable provisions of the Bankruptcy Code. To the extent the Debtor is unable to, the Plan Funders will pay such amounts, as well as any other allowed, unpaid administrative claims.